

TERMS AND CONDITIONS

Introduction

These terms and conditions apply between you, the User of this website (including any subdomains, unless expressly excluded by their own terms and conditions), and *Communitas Mater Domini*, the owner, and operator of this website. Read these *Terms and Conditions* carefully, as they affect your legal rights. Your agreement to comply with and be bound by these *Terms and Conditions* is deemed to occur upon your first use of the website. If you do not agree to be bound by these *Terms and Conditions*, you should stop using the Website immediately.

In these *Terms and Conditions*, User or Users means any third party that accesses the website and is not either: (1) employed by *Communitas Mater Domini* and acting in the course of their employment; or (2) engaged as a consultant or otherwise providing services to *Communitas Mater Domini* accessing the website in connection with the provision of such services.

You must be at least **18 years of age** to use this website. By using the website and agreeing to these terms and conditions, you represent and warrant that you are at least **18 years of age**.

Intellectual Property and Acceptable Use

1. All content included on the website, unless uploaded by Users, is the property of *Communitas Mater Domini*, our affiliates or other relevant third parties. In these **Terms and Conditions**, content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this website, including any such content uploaded by Users. By continuing to use the website, you acknowledge that such content is protected by copyright, trademarks, database rights, and other intellectual property rights. Nothing on this website shall be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark, logo or service mark, displayed on the site without the owner's prior written permission.
2. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the content on a computer screen.
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content without the written permission of *Communitas Mater Domini*.

Prohibited Use

1. You may not use the website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the website or interferes with any other person's use or enjoyment of the website;

- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; and
- c. making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

Availability of the Website and Disclaimers

1. Any online facilities, tools, services or information that *Communitas Mater Domini* makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. *Communitas Mater Domini* is under no obligation to update information on the website.
2. While *Communitas Mater Domini* uses reasonable endeavors to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard, and all Users take responsibility for their own security, that of their personal details and their computers.
3. *Communitas Mater Domini* accepts no liability for any disruption or non-availability of the Website.
4. *Communitas Mater Domini* reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any products and/or services available. These *Terms and Conditions* shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

Limitation of Liability

1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any that is not permitted under applicable law.
2. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
3. To the maximum extent permitted by law, *Communitas Mater Domini* accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software; and
 - c. any special indirect or consequential loss or damage.

General

1. You may not transfer any of your rights under these *Terms and Conditions* to any persons. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
2. These *Terms and Conditions* may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the *Terms and Conditions* regularly to ensure familiarity with the then current version.
3. These *Terms and Conditions* together with the *Privacy Policy* contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the *Terms and Conditions*.
4. If any court or competent authority finds that any provision of these *Terms and Conditions* (or any part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these *Terms and Conditions* will not be affected.

Indemnity

1. By using this site, you agree to defend, indemnify, and hold harmless *Communitas Mater Domini*, its affiliates, subsidiaries, officers and directors, and members and any other parties with whom *Communitas Mater Domini* may contract to provide its services, from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, fines or forfeitures, expenses or damages (including without limitation, reasonable legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against *Communitas Mater Domini* arising out of any breach or alleged breach by you of any representation, warranty, covenant, or obligation pursuant to these *Terms of Use* or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Termination

Communitas Mater Domini has the right to terminate your access to use the website for any reason, including for violation of these *Terms of Use*.

Governing Law and Jurisdiction

These *Terms of Use* and all questions relating to the performance, interpretation, breach or enforcement of these *Terms of Use* or the rights, obligations, and liabilities of the parties hereto, shall be governed by the State of New Jersey, without regard to any conflict of law provisions. You agree that any and all disputes, claims, litigation arising from or related in any way to these *Terms of Use* and our relationship with you hereunder shall be litigated only in a court of competent jurisdiction located in the State of NJ, and you agree to be subject to personal jurisdiction and venue in that location.

Communitas Mater Domini Contact Information

You can contact *Communitas Mater Domini* by:

Email: CMD4healing@gmail.com

Communitas Mater Domini
P.O. Box 237
East Brunswick, NJ 08816

Website: www.cmdorg.org